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UPS (UP TR N) - ("F")
Debtor: ROB DEN ENTERPRISES, INC
Juris: Chancery Clerk, De Soto County, MS

MS - DeSoto Co.

ROBDEN ENTERPRISES, INC., an Arkansas corporation
("Borrower");

and

PFFC FUNDING, LLC, a Delaware limited liability company
(successor in interest to Peachtree Franchise Finance, LLC,
a Georgia limited liability company)
("Lender")

LOAN AMENDMENT, CROSS-DEFAULT AND
CROSS-COLLATERALIZATION AGREEMENT

Dated: March 15, 2001

FOR PROPERTY COVERED BY THIS AGREEMENT,
SEE ATTACHED EXHIBITS A AND B

**LOAN AMENDMENT, CROSS-DEFAULT AND
CROSS-COLLATERALIZATION AGREEMENT**

THIS LOAN AMENDMENT, CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (this "Agreement"), is made as of March 15, 2001, by and between ROB DEN ENTERPRISES, INC., an Arkansas corporation ("Borrower"), having an address at 8931 Cockrum, Suite 102, Olive Branch, MS 38654, and PFFC FUNDING, LLC, a Delaware limited liability company, successor in interest to Peachtree Franchise Finance, LLC, a Georgia limited liability company ("Lender"), having an address at 2859 Paces Ferry Road, Suite 1760, Atlanta, GA 30339.

RECITALS:

A. Borrower previously executed and delivered to Lender a Secured Promissory Note dated November 17, 1999, in the original principal amount of \$980,000.00, with respect to Krystal Restaurant No. MFSF-02, located at 975 W. Poplar Avenue, Collierville, Shelby County, Tennessee (the "Collierville Restaurant"), to evidence a loan in such amount (the "Collierville Loan"), made by Lender to Borrower.

B. The Collierville Loan is secured by, among other things: (i) a Deed of Trust and Assignment of Rents and Fixture Filing dated November 17, 1999, recorded as Instrument No. JW1530, Shelby County Registry, Tennessee, assigned to pursuant to Assignment of Deed of Trust dated November 17, 1999, recorded as Instrument No. JW1531, Shelby County Registry, Tennessee (the "Collierville Mortgage"), encumbering the real property located at the site of the Collierville Restaurant, as more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "Collierville Property"); and (ii) a Security Agreement dated November 17, 1999, by Borrower in favor of Lender (the "Collierville Security Agreement"), together with UCC Financing Statements filed in connection therewith, executed by Borrower in favor of Lender (collectively, "Collierville UCCs") (the collateral secured under the Collierville Security Agreement and the Collierville UCCs being hereinafter referred to as the "Collierville UCC Collateral").

C. Borrower previously executed and delivered to Lender a Secured Promissory Note dated January 20, 2000, in the original principal amount of \$1,499,000.00, with respect to Krystal Restaurant No. MFSF-05, located at 70 Goodman Road East, Southaven, DeSoto County, Mississippi 38671 (the "Southaven Restaurant"), to evidence a loan in such amount (the "Southaven Loan"), made by Lender to Borrower.

D. The Southaven Loan is secured by, among other things: (i) a Deed of Trust and Assignment of Rents and Fixture Filing dated January 20, 2000, recorded in Book 1183, Page 0779, DeSoto County Registry, Mississippi, assigned to pursuant to Assignment of Deed of Trust dated January 20, 2000, recorded in Book 1185, Page 0338,

DeSoto County Registry, Mississippi (the "Southaven Mortgage"), encumbering the real property located at the site of the Southaven Restaurant, as more particularly described on Exhibit B attached hereto and made a part hereof, together with all improvements thereon (the "Southaven Property"); and (ii) a Security Agreement dated January 20, 2000, by Borrower in favor of Lender (the "Southaven Security Agreement"), together with UCC Financing Statements filed in connection therewith, executed by Borrower in favor of Lender (collectively, "Southaven UCCs") (the collateral secured under the Southaven Security Agreement and the Southaven UCCs being hereinafter referred to as the "Southaven UCC Collateral").

E. The loan documents described in Paragraphs A through D above, together with all other documents executed in connection with the Collierville Loan and the Southaven Loan are collectively referred to herein as the "Loan Documents." The Collierville Loan and the Southaven Loan each shall be referred to individually herein as a "Transferable Loan."

F. Borrower is in default under the Collierville Loan for failure to comply with certain financial covenant requirements set forth in the Loan Documents applicable to the Collierville Loan.

G. Borrower has agreed to enter into this Agreement in order to bring Borrower into compliance with such financial covenant requirements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Cross-Default and Cross-Collateralization. The Loan Documents are hereby amended and modified effective as of the date hereof as follows:

(a) an Event of Default under any of the Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under all of the other Loan Documents; and

(b) each of the Collierville Property, the Collierville UCC Collateral, the Southaven Property, and the Southaven UCC Collateral are hereby deemed to be collateral and security for the Collierville Loan and the Southaven Loan, and Lender shall have all of the rights and remedies available to Lender under all of the Loan Documents (the "Cross-Collateralization").

2. Further Assurances. Borrower agrees to execute and deliver any further documents and instruments as Lender may require to effectuate the foregoing. Borrower further acknowledges and agrees that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Collierville Property, the

Collierville UCC Collateral, the Southaven Property, or the Southaven UCC Collateral from the Cross-Collateralization, and Borrower agrees to execute and deliver such documents as Lender may require in connection therewith.

3. Separate Bonds. In the event that any Transferable Loan is sold or otherwise transferred by Lender pursuant to a securitization or otherwise, said Transferable Loan shall automatically and without further action by any party be released from the Cross-Collateralization provisions of Section 1(b) above.

4. Business FCCR. If, for any given Compliance Period, Borrower does not satisfy the FCCR covenant set forth in Section III(a)(b) of the respective Loan Agreement applicable to either the Collierville Loan or the Southaven Loan, then, notwithstanding the provisions of the Loan Documents to the contrary, Lender shall calculate the weighted average Business FCCR for the Collierville Restaurant and the Southaven Restaurant, and Borrower shall not be in default under the Loan Documents if Borrower maintains, for each Compliance Period, tested as of the end of such Compliance Period, an average weighted Business FCCR of 1.1:1.0 or greater.

5. Costs and Expenses. Borrower shall be responsible for and shall pay all reasonable costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, and filing and recording fees and taxes, if any, as a result of the Cross-Collateralization, enforcement of this Agreement, or otherwise.

6. Lender Rights and Remedies. Lender's execution of this Agreement shall not be deemed a waiver of any default or Event of Default by Borrower under the Loan Documents, and Lender shall remain entitled to all rights and remedies available to it under the Loan Documents, at law and in equity.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

BORROWER:

ROBDEN ENTERPRISES, INC.

By: *Denise D. Yates*
 Name: Denise D. Yates
 Title: President

STATE OF MS)
 COUNTY OF DESBORO)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of March, 2001, within my jurisdiction, the within named Denise Yates, who acknowledged that she is the President of Robden Enterprises, Inc., an Arkansas corporation, and that as her act and deed, she executed the foregoing instrument on behalf of said corporation, after first having been duly authorized by said corporation to do so.

Jimmy Barnes
 Notary Public



MY COMMISSION EXPIRES: FEBRUARY 21, 2004

LENDER:

PFFC FUNDING, LLC

By: Peachtree Franchise Finance, LLC, its
MemberBy: *Christine Antaya*
Name: CHRISTINE ANTAYA
Title: SVPSTATE OF Georgia)COUNTY OF Cobb)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of April, 2001, within my jurisdiction, the within named Christine Antaya, who acknowledged that he/she is the SVP of Peachtree Franchise Finance, LLC, a Georgia limited liability company, as Member of PFFC Funding, LLC, a Delaware limited liability company, and that as his/her act and deed, he/she executed the foregoing instrument on behalf of Peachtree Franchise Finance, LLC, as Member of PFFC Funding, LLC, after first having been duly authorized to do so.

Elaine Furnari
Notary Public

My Commission Expires: _____



ELAINE FURNARI
Notary Public, Cobb County, Georgia
My Commission Expires Sept. 10, 2002

EXHIBIT A

BEGINNING AT AN IRON PIN FOUND IN THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #72 (POPLAR AVENUE - 110.00 FT. RIGHT OF WAY) A DISTANCE OF 1595.71 FT. SOUTHWESTWARDLY, AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FROM ITS INTERSECTION WITH THE CENTERLINE OF BYHALIA ROAD, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 1 OF ARBY'S SUBDIVISION (PB. 149, PG. 14); THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST A DISTANCE OF 365.32 FT. TO AN IRON PIN FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF SOUTHERN RAILROAD (50 FT. ROW), SAID POINT BEING THE SOUTHWESTERLY CORNER OF SAID LOT 1 ARBY'S SUBDIVISION; THENCE NORTH 82 DEGREES, 37 MINUTES, 08 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTHERN RAILROAD A DISTANCE OF 112.43 FT. TO AN IRON PIN FOUND AT THE SOUTHEASTERLY CORNER OF LOT 1 OF THE K-V SUBDIVISION (PB. 147, PG. 34); THENCE NORTH 00 DEGREES, 00 MINUTES, 56 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 353.62 FT. TO AN IRON PIN FOUND IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE HWY #72 SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES, 35 MINUTES, 35 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 1115.4 FT. TO THE POINT OF BEGINNING, CONTAINING 0.920 ACRES OR 40,081.2 SQUARE FEET.

Being in the same property conveyed to Robden Enterprises, Inc., by deed of record in Book _____, page _____, Register's Office of Shelby County, Tennessee.

EXHIBIT B

Lot 1, Midesha Subdivision as shown on Plat of record in Plat Book 50, Page 23, in the Chancery Clerk's Office of Desoto County, Mississippi, to which plat reference is made for a more particular description of said property, and which property is described in metes and bounds as follows:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF MIDESHA SUBDIVISION (PLAT BOOK 50, PAGE 23) SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 89 DEGREES 29 MINUTES 25 SECONDS EAST 221.03 ALONG THE SOUTHERLY LINE OF LOT 2 OF SAID SUBDIVISION TO AN IRON PIN (FOUND); THENCE SOUTH 02 DEGREES 45 MINUTES 37 SECONDS WEST 161.71 FEET ALONG THE WESTERLY LINE OF TRUSTMARK BANK PROPERTY TO AN IRON PIN (FOUND) IN THE NORTHERLY RIGHT-OF-WAY LINE OF GOODMAN ROAD; THENCE SOUTH 89 DEGREES 29 MINUTES 22 SECONDS WEST 184.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 90 DEGREES 56 MINUTES 51 SECONDS AND A ARC LENGTH OF 47.62 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 00 MINUTES 11 SECONDS WEST AND CHORD DISTANCE OF 42.75 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF MOORE DRIVE (68' R.O.W.); THENCE NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST 130.97 ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING CONTAINING 0.80, MORE OR LESS, ACRES (34,965 SQUARE FEET) OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REMSIONS, RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD. .